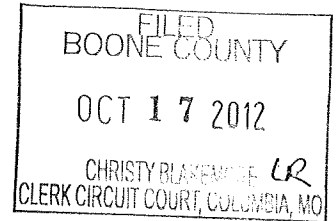


IN THE CIRCUIT COURT OF BOONE COUNTY  
STATE OF MISSOURI



In regard to the marriage of: )  
 )  
GARY R PINKEL, )  
 )  
 )  
Petitioner, )  
 )  
v. )  
 )  
VICKI G PINKEL, )  
 )  
 )  
Respondent. )

Case No.: 12BA-FC01799

**MARITAL SETTLEMENT AND SEPARATION AGREEMENT**

**THIS AGREEMENT** entered into on the 17<sup>th</sup> day of October, 2012, by and between Gary R. Pinkel, hereinafter called "Gary", and Vicki G. Pinkel, hereinafter called "Vicki", together hereinafter called the "Parties".

The Parties were married on August 4<sup>th</sup>, 1973 in Van Wert County, Ohio, and separated on or about January 1<sup>st</sup>, 2012;

The Parties have filed an action in the Circuit Court of Boone County, Missouri, requesting that their marriage be dissolved; and,

The Parties have three children born of the marriage:

- A. Geoff Pinkel
- B. Erin Hendershott
- C. Blake Pinkel

All three children, hereinafter referred to as the "Pinkel Children", are emancipated adults not subject to this action; and,

The Parties desire to fully settle all matters between them.

Therefore, in light of the above and in consideration of the following, the Parties agree as follows:

Two handwritten signatures, one appearing to be "G. Pinkel" and the other "V. Pinkel", written in dark ink.

1. This agreement is contingent upon: (1) a Circuit Court of Missouri, upon a proper hearing, entering a decree dissolving the marriage of the Parties; and (2) the Court's determination that this Agreement is fair and not unconscionable.

2. Upon the signing of this Agreement, the Parties shall live separate and apart, as if fully unmarried, free from any interference of any kind by the other. The Parties shall not molest, malign, annoy or trouble the other in any manner. Both Parties hereby agree that they shall not publish in any form or manner any account of the marriage or dissolution of the Parties.

**3. PROPERTY TO GARY:** Gary shall keep the property described herein and listed on Exhibit A. Gary shall make all payments to be made in connection with the listed property. If Gary shall fail to make the payments in a timely manner, Gary shall defend and/or reimburse Vicki, and hold her harmless for all losses (including reasonable attorney's fees) that Vicki sustains as a result of Gary's nonpayment.

**4. PROPERTY TO VICKI:** Vicki shall keep the property described herein and listed on Exhibit B. Vicki shall make all payments to be made in connection with the listed property. If Vicki shall fail to make the payments in a timely manner, Vicki shall defend and/or reimburse Gary, and hold him harmless for all losses (including reasonable attorney's fees) that Gary sustains as a result of Vicki's nonpayment.

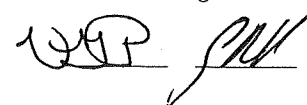
**5. DEBTS:** The Parties owe no debt and therefore none shall be allocated to either of the Parties.

**6. DISCLOSURE OF DEBTS:** The Parties represent that they have not incurred any debt or obligation that has not been disclosed to the other (a) for which the other is or may become personally liable, or (b) that could be enforced at any time against any asset presently in the possession of the other or to be received under this Agreement. The Parties shall not incur any such debt or obligation on or after the signing of this Agreement.

**7. BANK ACCOUNTS:** The Parties have checking accounts, savings accounts and Certificates of Investment at the following banks:

A. Boone County National Bank

B. Bank of Missouri

Handwritten signatures of Gary and Vicki, with Gary's signature on the left and Vicki's on the right, both in dark ink.

The Parties hereby agree that the amounts of these accounts change substantially due to salary input and investment output. The Parties hereby agree as follows:

- i. The Parties will agree on a date for this Separation Agreement.
- ii. The Parties have agreed herein as to how to divide up all other investment, retirement, Real Estate and vehicle assets.
- iii. Pursuant to this agreement, the Parties are using the cash available to equalize the asset distribution between Gary and Vicki.
- iv. The Parties will, on a date they mutually agree to but no later than November 3, 2012, equalize the asset distribution using the current numbers as provided by their investment advisor at Northwestern Mutual and current account balances at the banks listed in paragraph 7, above.
- v. The Parties agree that they both will need available liquid assets at the time of the signing of this Agreement and they will ensure that both Parties receive a reasonable amount of said asset in the distribution of property.



**8. STOCK:** The Parties own stock in Apple Inc. Vicki and Gary hereby agree to equally divide said stock between the Parties. The Parties hereby agree that they will delay up to one year any transfer of this asset that may cause an unnecessary tax consequence.

## **9. LIFE INSURANCE**

A. The Parties own the following Northwestern Mutual Whole Life Insurance Policies:

- i. Policy #18-216-068—Vicki Pinkel insured
- ii. Policy #18-164-816—Gary and Vicki Pinkel, co-insured
- iii. Policy #16-771-572—Gary Pinkel, insured
- iv. Policy #16-045-638—Gary Pinkel, insured
- v. Policy #15-824-127—Gary Pinkel, insured
- vi. Policy #15-824-096—Gary Pinkel, insured

B. Vicki shall keep Policy #18-216-068 as her separate property. Vicki agrees that she shall always keep the Pinkel Children as the named beneficiaries of this Policy.

C. Gary shall keep all other Northwestern Mutual Whole Life Insurance Policies listed above as his separate property. Gary agrees that he shall:

- i. not reduce their death benefit without prior approval of the Court or the consent of Vicki; and,
- ii. always keep the Pinkel Children as the named beneficiaries of the life insurance component of these policies, subject to 9D, below.

D. Gary shall designate Vicki as the primary beneficiary for \$1,000,000 worth of death benefits from the Northwestern Mutual Whole Life Insurance Policies in his possession and provide Vicki proof that he has done so.

#### **10. RETIREMENT ACCOUNTS:**

A. The Parties own the following Retirement Accounts:

- i. TIAA-CREF Retirement Investments Assets:
  - a. TIAA Traditional
  - b. CREF Growth
  - c. CREF Stock
  - d. CREF Equity Index
  - e. CREF Global Equities
  - f. TIAA Real Estate
  - g. CREF Bond Market
- ii. Northwestern Mutual Retirement Assets:
  - a. Annuity (x2)
  - b. IRA
- iii. University of Missouri Retirement Plans:
  - a. Gary's 457 deferred compensation plan
  - b. Gary's 401(a) retirement savings plan
- iv. Gary's University of Missouri Pension Plan
- v. Gary's Ohio Public Employee Retirement Plan

B. The Parties agree that Vicki shall take as her property the following retirement assets:



- i. TIAA-CREF
- ii. Northwestern Mutual Annuity (x2)
- iii. Northwest Mutual IRA
- iv. University of Missouri 457 plan
- v. Ohio Public Employee Retirement Plan

C. The Parties agree that Gary shall take as his property the following retirement assets:

- i. University of Missouri 401(a) plan
- ii. University of Missouri Pension

**11. GRANDCHILDREN COLLEGE FUNDS:** The Parties have certain investment accounts designated for the college funds of their multiple grandchildren. The Parties agree that Vicki shall be the administrator of this account. The Parties also agree that they shall remain joint owners of these accounts and, although either may make a deposit, neither shall be entitled to withdraw any monies nor use them for any other purpose except for that stated above, without the consent of the other Party.

**12. REAL ESTATE:**

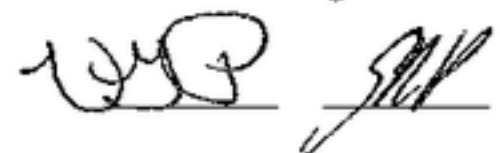
A. The Parties own the following Real Estate:

- i. [REDACTED] Columbia, Missouri
- ii. [REDACTED] Columbia, Missouri
- iii. [REDACTED], Bonita Springs, Florida
- iv. [REDACTED], Lake Ozark, Missouri
- v. [REDACTED], Lake Ozark, Missouri

B. The Parties agree that Vicki shall take and own as her separate property the Real Estate located at [REDACTED] Columbia, Missouri. Vicki will own this property solely and absolutely, and may keep or dispose of this property in any manner she deems fit without interference from Gary.

C. The Parties agree that Gary shall take and own as his separate property the Real Estate located at [REDACTED] Columbia, Missouri. Gary will own this property solely and absolutely and may keep or dispose of this property in any manner he deems fit without interference from Vicki.

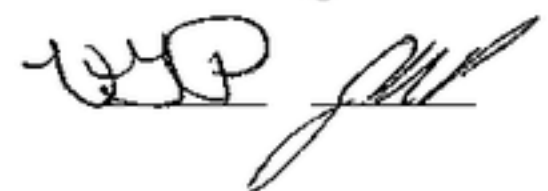
D. The Parties agree that Gary shall take the following Real Estate, hereinafter referred to as the "Set-Aside Real Estate":



- i. [REDACTED] Bonita Springs, Florida
- ii. [REDACTED] Lake Ozark, Missouri
- iii. [REDACTED], Lake Ozark, Missouri

**E.** Gary shall own the Set Aside Real Estate (or Real Estate substantially similar in nature and value), subject to the following conditions:

- i. Gary shall continue to pay all taxes, fees, mortgages, insurance and any encumbrances;
- ii. Gary shall execute paperwork (or create a business entity or trust) to transfer the Set Aside Real Estate to the Pinkel children, equally, per stirpes, upon his death;
- iii. Gary shall be entitled to transfer the Set Aside Real Estate to the Pinkel children at any time, but will continue to pay all that is listed in item "i";
- iv. Gary shall be entitled to exchange the above-described Real Estate for other Real Estate of similar nature. The Parties agree that the Set Aside Real Estate is used primarily as family vacation property;
- v. In the event that Gary shall ever sell the Set Aside Real Estate without replacing it with like Real Estate, he shall split any proceeds from the sale equally with Vicki.
- vi. Both Gary and Vicki shall have the right to use the Set-Aside Real Estate. Gary and Vicki shall discuss the use of the Set-Aside Property and attempt to come up with an amicable split as to its use. In the event they are unable to agree, they shall use the following restrictions to determine its use:
  - a. The Party using the Set-Aside Property shall have exclusive use of the entirety of the Property during their time of use. Therefore, whichever Party is using the property in Florida shall have exclusive use of the entirety of the Set-Aside Property in Florida. Whichever Party is using the property at the Lake of the Ozarks shall have exclusive use of the entirety of the Set-Aside Property at the Lake of the Ozarks;
  - b. Either Party will notify the other Party of their desire to use a particular piece of the Set-Aside Property no later than 21 days before their intended use;
  - c. If neither Party has made a request to use the Property to the other and therefore the Property has not been reserved for use, either Party may use the Property by notifying the other of their intent to use without the need for advance notice;



- d. The Parties shall use the highest degree of care to ensure that no circumstance occurs where both Parties would intend to use a Set-Aside Property without notice to the other.

**13. REWARDS POINTS:** The Parties agree to equally divide the Marriott Rewards Account accrued during the marriage.

**14. VEHICLES:**

A. The Parties own the following Vehicles:

- i. 2010 Toyota Highlander
- ii. 2011 Jeep Wrangler
- iii. 2007 Harley Davidson Motorcycle
- iv. 2006 Thunderbird Formula F-370 Boat
- v. 2008 Seadoo Wake Watercraft
- vi. 2009 Seadoo Watercraft

B. Gary shall keep all the above listed vehicles.

C. Gary shall purchase a Chrysler Town & Country van for Vicki, at her request. The van shall be the newest model available, and shall contain features including, but not limited to, the following:

- i. Navigation System
- ii. Cloth Seats
- iii. Stow N' Go Seating

**15. MAINTENANCE:** Gary shall pay to Vicki maintenance, as follows:

- A. Gary shall pay to Vicki the sum of \$276,000.00 per year as non-modifiable maintenance for as long as he retains his job as the Head Coach of the Missouri Tiger Football Team. Said sum shall be payable in increments of \$23,000.00 per month. Said monthly payment shall be made on or before the fifth day of each month. This non-modifiable maintenance shall only terminate upon a change in Gary's employment or the death of Vicki.
- B. When Gary is no longer the Head Coach of the Missouri Tiger Football Team, maintenance shall become modifiable for either Party. The Parties hereby agree that said amount of maintenance is possible due to Gary's high salary at the time of the signing of this Agreement. Both Parties hereby agree that they have each received substantial income-producing assets that can provide income for the remainder of the



Parties lives, and that they each have substantial life insurance benefits.

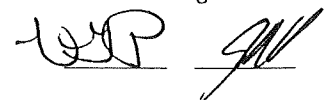
- C. The Parties agree that the amount of modifiable maintenance, if any, shall be reflective of the current incomes of the Parties, their income from other sources, and their needs.
- D. Gary shall also pay a yearly lump sum payment no greater than eighteen thousand dollars per year to cover the cost of the premiums for Vicki's health insurance coverage. Vicki shall provide the proposed health insurance plan she intends to purchase, and Vicki and Gary shall agree as to the nature and timing of this payment. Vicki will continue to be responsible for all deductibles and non-covered expenses. Vicki agrees that when she is eligible to receive health insurance through the Ohio Public Retirement Plan, that she will do so if it is reasonable insurance and at a reduced cost to her then-current health insurance. Both the annual maintenance amount described in 15 A, B and C, above, and the payment of the health insurance shall be considered the maintenance award. This amount of maintenance shall be deductible to Gary as alimony pursuant to federal and applicable State Tax Law, and taxable as income to Vicki.
- E. Said maintenance amount shall be modifiable, but Gary shall continue to pay maintenance referenced in 15 B, above, until one of the following occurrences:

- i. The death of either Gary or Vicki;
- ii. The remarriage of Vicki;
- iii. Further Order of the Court.

**16. ATTORNEY'S FEES:** Gary and Vicki shall pay their respective attorney's fees incurred in the preparation of this Agreement and the dissolution of their marriage. Gary shall pay the court costs incurred in the dissolution of the Parties' marriage.

**17. TERMS:** The terms of this Agreement shall be incorporated into and fully set forth in any decree dissolving the marriage of the Parties. If any provision of this Agreement is unenforceable when so incorporated, (a) it shall be considered severable and enforceable by an action based on contractual obligation, and (b) it shall not invalidate the remainder of this agreement.

**18. CHANGING TERMS:** Regardless of the relative circumstances of the Parties, the terms of this Agreement as it relates to the distribution of marital property shall not be subject to modification or change. The Parties expressly agree that maintenance shall be modifiable when Gary is no longer employed as the Head Coach of the Missouri Tiger Football Team.

Handwritten signatures of Gary and Vicki, each followed by a horizontal line.



**19. MEDIATION PROVISION AND ENFORCEMENT OF AGREEMENT:** Gary and Vicki agree that if there is a disagreement as to any of the terms contained herein or if either Party shall want to change any of the terms of this Agreement that they shall first seek to resolve any conflict through mediation. If Gary or Vicki shall bring an action for breach, enforcement or clarification of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorney's fees and litigation costs incurred in prosecuting or defending the action.

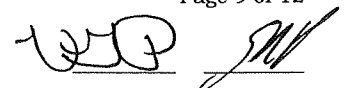
**20. DISCHARGE FROM CLAIM:** Except for causes of action for dissolution of marriage or other rights arising from this Agreement, the Parties and the Parties on behalf of their respective heirs, legal representatives, personal representatives and assigns hereby remise, release and forever discharge one another from all causes of action, claims, rights or demands of whatsoever kind, in law or in equity, which either Gary or Vicki ever had or now has against the other.

**21. RIGHT TO DISPOSE PROPERTY:** Except as otherwise provided in this Agreement, upon the signing of this Agreement, the Parties shall have the absolute and unqualified right to dispose of their respective property as they shall deem appropriate in their sole and absolute discretion.

**22. WAIVER:** The Parties hereby:

- A. waive any right of election which they may have or hereafter acquire regarding the estate of the other;
- B. waive any right to take against any Last Will and Testament of the other or any codicil thereto, whether made before the signing of this Agreement or after, as provided for in any law, in effect now or later, in any state or country; and,
- C. renounce and release all interests, rights or claims for a distributive share, intestate succession, dower, curtesy, community property, statutory exemption, allowance or otherwise, that either party now has or may hereafter have against the other, the estate of the other or the property of the other under or by virtue of the laws of any state or country.

**23. UNDISPOSED PROPERTY:** The Parties shall confer on the division of any property not disposed of by this Agreement. Both Parties hereby acknowledge that they are satisfied with the division of personal and marital property and that each has all personal property they desire from the marital relationship. If the Parties cannot agree as to the division of newly discovered or omitted property within sixty (60) days after discovery of the property, it shall be sold at

Handwritten signatures of Gary and Vicki, with the signature on the left appearing to be 'Vicki' and the signature on the right appearing to be 'Gary'.

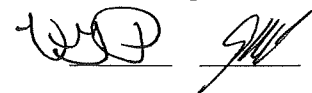
public sale to the highest bidder, and the net proceeds of the sale divided equally between the Parties.

**24. EXECUTION OF DOCUMENTS:** The Parties shall execute, acknowledge and deliver any and all documents, including deeds of conveyance and affidavits, reasonably necessary to carry out the terms of this Agreement.

**25. TAX RETURNS:** In the event that there should be any deficiency assessment or other change with respect to the joint income tax returns for the years that the Parties were married, all sums determined to be due thereon, including penalties and interest, shall be paid by the party that has failed to report their income or that has claimed deductions which have been disallowed as expenses against their income. Said party shall hold the other harmless from all assessments, penalties, interest and any other expenses (including but not limited to attorney's fees and accountant's fees) in connection with any audit or examination of the returns by any taxing authority. The responsible party shall promptly pay all income taxes, penalties and assessments due on any joint income tax returns as a result of the failure to report income or the disallowance of deductions.

**26. THE PARTIES** hereby represent:

- (A) that they have disclosed to one another the full extent of their respective property, income and expenses, each acknowledging having received full disclosure of the property, income and expenses of the other;
- (B) that they have made an independent investigation of the property, income and expenses of the other;
- (C) that they have given due consideration to the provisions of this Agreement;
- (D) that, if they so choose, they have sought the independent advice of an attorney of their own choosing in regard to (a) all provisions of this Agreement; and (b) the legal and practical consequences of the provisions of this Agreement;
- (E) that in the event they have not sought the independent advice of an attorney of their own choosing, that they understand that they have the absolute and unqualified right to consult with and be represented by an attorney of their own choosing, but do not desire to do so;
- (F) that Vicki, by her own choice, is not represented by an Attorney, and Gary is represented by Josh Oxenhandler, Attorney at Law;
- (G) that Vicki and Gary clearly understand and agree to all the provisions of this Agreement;
- (H) that they are making this Agreement of their own free will and volition, each acknowledging that no coercion, force, pressure or undue



influence has been used against either of them in the making of this Agreement by any person or persons; and,


(I) that the provisions of this Agreement are fair and equitable and not unconscionable and merit the approval and confirmation of any court of competent jurisdiction called upon to adjudge marital rights and relations.

27. This agreement shall become effective between the Parties as of the date of signing by the second party to sign.

28. The validity and construction of this Agreement shall be determined in accordance with the laws of the State of Missouri.

29. This agreement shall be binding upon the Parties, their respective heirs, legal representatives, personal representatives and assigns.

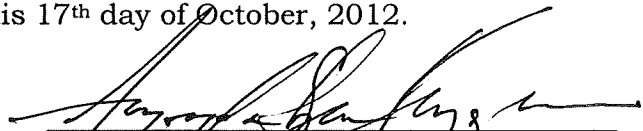
**AS EVIDENCE OF THIS AGREEMENT**, the Parties have signed their names the day and year first above written.

  
Vicki Pinkel

STATE OF MISSOURI     )  
                                      )ss.  
COUNTY OF BOONE     )

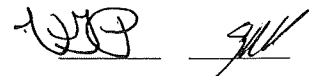
Vicki Pinkel, being of lawful age, being duly sworn on her oath, states that she is the Respondent named above and that the facts stated herein are true according to the best knowledge and belief of said Respondent.

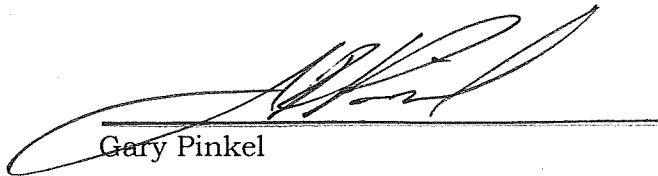
SUBSCRIBED AND SWORN to before me this 17<sup>th</sup> day of October, 2012.

  
Notary Public

My commission expires:

AMANDA SHEA KRYGER  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires May 23, 2016  
Commission #12346371

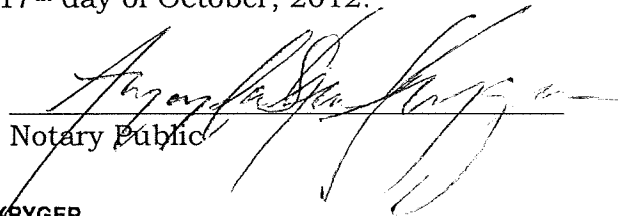


  
\_\_\_\_\_  
Gary Pinkel

STATE OF MISSOURI     )  
                                  )ss.  
COUNTY OF BOONE     )

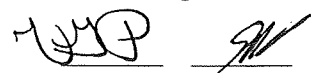
Gary Pinkel, being of lawful age, being duly sworn on his oath, states that he is the Petitioner named above and that the facts stated herein are true according to the best knowledge and belief of said Petitioner.

SUBSCRIBED AND SWORN to before me this 17<sup>th</sup> day of October, 2012.

  
\_\_\_\_\_  
Notary Public

My commission expires:

**AMANDA SHEA KRYGER**  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires May 23, 2016  
Commission #12346371



**EXHIBIT A**  
**PROPERTY TO GARY**

Cash in the amount of \$ \_\_\_\_\_  
50% of the Apple Stock  
Northwestern Mutual Insurance Policy #18-164-816  
Northwestern Mutual Insurance Policy #16-771-572  
Northwestern Mutual Insurance Policy #16-045-638  
University of MO 401a Plan  
University of MO Pension  
[REDACTED], Columbia, Missouri  
2010 Toyota Highlander  
2011 Jeep Wrangler  
2007 Harley Davidson Motorcycle  
2006 Ford Thunderbird Formula F-370 Boat  
2008 Seadoo Wake Watercraft  
2009 Seadoo Watercraft

WSP MM

**EXHIBIT B**  
**PROPERTY TO VICKI**

Cash in the amount of \$ \_\_\_\_\_

50% of the Apple Stock

Northwestern Mutual Insurance Policy #18-216-068

TIAA-CREF

Northwestern Mutual Annuity x2

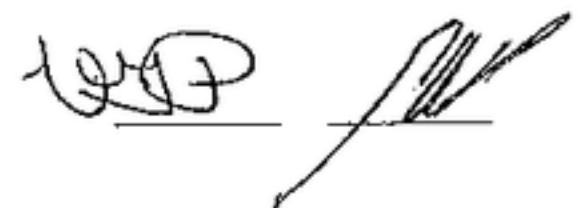
Northwestern Mutual IRA

University of MO 457 Plan

Ohio Public Employee Retirement Plan

████████████████████

New Model Chrysler Town & Country to be purchased by Gary

A handwritten signature, possibly reading 'Vicki', is written over a horizontal line at the bottom right of the page.